

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Case No.:

BLUEPRINT CAPITAL HOLDINGS, LLC
a Florida limited liability company,

Plaintiff,

v.

ROC NATION LLC, a Delaware limited liability company;
UNANIMOUS GAMES, LLC, a New York limited liability company; and
BRIANT BIGGS, an individual

Defendants

COMPLAINT

(JURY TRIAL DEMANDED)

Plaintiff, Blueprint Capital Holdings, LLC (“Plaintiff” or “Blueprint”), by and through its undersigned counsel, hereby sue Defendants ROC Nation, LLC (“ROC Nation”), Unanimous Games, LLC (“Unanimous Games”), and Briant Biggs (“Biggs”) (collectively, “Defendants”), and states as follows:

NATURE OF ACTION

1. This is an action brought by Plaintiff against Unanimous Games for breach of a convertible note and Defendants’ fraudulent actions and omissions to swindle Plaintiff out of \$250,000.00.

JURISDICTION AND VENUE

2. This Court has jurisdiction based on diversity of citizenship of the parties pursuant to 28 U.S.C. § 1332(a)(1) because this dispute is between citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest, fees, and costs.

3. ROC Nation is a citizen, resident, and domiciliary of the State of New York.

4. Unanimous Games is a citizen, resident, and domiciliary of the State of New York.

5. Biggs is a citizen and resident of the State of New York and is otherwise *sui juris*.

6. Blueprint is a citizen, resident, and domiciliary of the State of Florida.

7. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1331(b)(1) and (2) because the Defendants reside in the judicial district and a substantial part of the events and omissions giving rise to the claims occurred in this district.

THE PARTIES

8. Blueprint is Florida limited liability company organized under the laws of the State of Florida, with its principal place of business in Fort Lauderdale, Florida. As a limited liability company, Blueprint assumes the citizenship of its member. Blueprint has one member: Blueprint Family Office, LLC.

9. Blueprint Family Office, LLC is a Florida limited liability company with its principal place of business located in Fort Lauderdale, Florida. For diversity purposes, the members of Blueprint Family Office, LLC are citizens of the State of Florida.

10. ROC Nation is, and at all times relevant hereto was, a limited liability company organized under the laws of the State of Delaware, with its principal place of business in New York and an office in California. As a Limited Liability Company, ROC Nation assumes the citizenship of each of its members. ROC Nation, LLC has two members: (i) Live Nation Worldwide, Inc.; and (ii) Marcy Media, LLC.

i. Live Nation Worldwide, Inc., is a Delaware Corporation with its principal place of business in Beverly Hills, California. Thus, Live Nation Worldwide, Inc. is a citizen of the States of Delaware and California for diversity purposes.

ii. Marcy Media, LLC, is a Delaware Limited Liability Company with its principal place of business in New York, New York. For diversity purposes, the members of Marcy Media, LLC, are citizens of the States of New York, New Jersey, California, and Delaware only.

11. Accordingly, ROC Nation is a citizen, for diversity jurisdiction purposes, of the States of California, Delaware, New Jersey, and New York.

12. Unanimous Games is, and at all times relevant hereto was, a limited liability company organized under the laws of the State of New York, with its principal place of business in New York. As a Limited Liability Company, Unanimous Games assumes the citizenship of each of its members.

13. Unanimous Games has three members: (i) UG Holdings, Inc., (ii) TPC Enahoro Law Group, PLLC, and (iii) UG Partners, LLC.

i. UG Holdings, Inc. is a Delaware Corporation with its principal place of business in Wilmington, Delaware. Thus, UG Holdings, Inc. is a citizen of the State of Delaware for diversity purposes.

ii. TPC Enahoro Law Group, PLLC is a limited liability company with its principal place of business in Elmsford, New York. Thus, TPC Enahoro Law Group, PLLC is a citizen of the State of New York for diversity purposes.

iii. UG Partners, LLC is a limited liability company with its principal place of business in New York, New York. Thus, UG Partners, LLC is a citizen of the State of New York for diversity purposes.

14. Accordingly, Unanimous Games is a citizen, for diversity jurisdiction purposes, of the States of Delaware and New York.

15. Biggs is a citizen of the State of New York.

16. Accordingly, Defendants are citizens of the States of California, Delaware, New Jersey, and New York for diversity jurisdiction purposes.

FACTS

17. In July 2017, ROC Nation began building a “stealth vehicle called Unanimous Games that was used to understand and execute on the eSports market.”¹

18. In January 2018, ROC Nation formed Unanimous Games as part of its gaming division.²

19. According to its executive summary, Unanimous Games “is a mobile gaming and game competition (eSports) company amplified by the creators and lovers of hip-hop.” *See Ex. 1, Investor Pitch Deck.*

20. Based out of Manhattan – and the same offices as ROC Nation – Unanimous Games represents the following on its website:

Unanimous Games is a full-service eSports company bridging the gap between the eSports industry and the entertainment world. Our mission is to give an amplified voice to an underrepresented community of gaming enthusiasts (casual & extreme). Not only are we providing an elevated gaming experience on the front end, our aim is to provide every gamer within our ecosystem the opportunity to explore the business of eSports on the back end.³

21. In early 2018, Defendants began pitching the Unanimous Games business model to potential investors in order to raise \$1.5 million to execute their business plan.

22. One of those potential investors was Blueprint.

¹ <https://www.f6s.com/azeemkhan7>

² “How ROC Nations’ Unanimous Games and Earl Patton are Disrupting an Industry,” April 30, 2020 (<https://open.spotify.com/episode/7ipQnLTFADYrdNhcl2GtaQ>)

³ <https://unanimousgames.com/>

23. In March 2018, Blueprint President, Ryan Collision, met with Defendants' representative (Biggs) multiple times at Defendants' office in Manhattan regarding Blueprint's potential investment in Unanimous Games.

24. Defendants represented to Blueprint that:

- i. Unanimous Games' mission is to build top-performing game experiences for the touch screen generation whose universal language of entertainment is consumed throughout the world.
- ii. Unanimous Games builds, re-skins, and markets popular mobile games. It also acquires the rights to execute the gaming strategies of influential celebrities and brands.
- iii. Unanimous Games secured an agreement with "Major Artist."
- iv. Unanimous Games acquired several valuable gaming rights for ROC Nation artists such as Meek Mills, Yo Gotti, and Jay Park, and other non-ROC Nation artists such as Travis Scott and Lil Skies.
- v. Unanimous Games' "Major Artist" mobile game would generate over \$11 million in in-app purchases and advertising revenue.
- vi. Unanimous Games' mobile games would generate \$20 million in revenue over three years.
- vii. Unanimous Games partnered with eSports Amateur Competitor's League ("EACL") to deliver premier online amateur eSports competitions.
- viii. Unanimous Games' online gaming venture would generate \$50 million in revenue over three years.
- ix. Unanimous Games would conduct in-person eSport competitions that would generate \$10 million in revenue over three years.

x. Unanimous Games is engaged with a network of promoters throughout the country who seek to be franchisees of Unanimous Games' newly created in-person amateur eSports league.

See Ex. 1, Investor Pitch Deck.

25. Defendants also represented that it had a team of executives and personnel capable of executing and delivering on their representations regarding Unanimous Games' mobile gaming and eSports endeavors.

26. For example, Defendants represented the following about Unanimous Games' President:

Mr. Biggs is President of ROC Nation Africa and Director of Mobile Strategies at ROC Nation. He was President & CEO of Swagger Wireless Inc., a venture-backed content provider for cell phones and the Internet. Mr. Biggs was President of Carter Faculty Records, a subsidiary of Def Jam. Mr. Biggs is the co-owner of Between Friends, a production company whose roster includes Memphis Bleek and JD, and produced music for Busta Rhymes, Erykah Badu, Common and Jill Scott.

27. Biggs – who is Shawn Corey Carter's (a/k/a Jay-Z) cousin – represented that he would also rely on his connections in the industry, as well ROC Nation's roster of artists and professionals to execute the Unanimous Games business model.

28. Blueprint reasonably relied on Defendants' representations given (1) that Blueprint President, Ryan Collision, knew Biggs before investing in Unanimous Games, including Biggs' connection to Jay-Z and other various music ventures, (2) ROC Nation's involvement in the Unanimous Games endeavor created a sense of legitimacy, and (3) Blueprint's President met with Defendants at ROC Nation's offices located at 540 W 26th St, New York, NY 10001 to discuss the Unanimous Games project.

29. Accordingly, on March 27, 2018, Blueprint and Unanimous Games executed a Convertible Promissory Note in the amount of \$250,000.00 (the “Convertible Note”). A copy of the Convertible Note is attached as Ex. 2.

30. Pursuant to Section 2 of the Convertible Note, “in the event that Unanimous Games issues and sells shares of its equity securities to investors while the [Convertible] Note remains outstanding in an equity financing with total proceeds to [Unanimous Games] of not less than \$5,000,000...then the outstanding principal amount of the [Convertible] Note and any unpaid interest shall automatically convert in whole without any further action by [Blueprint] into Equity Securities...” (the “Conversion Event”). Ex. 2.

31. Pursuant to the Convertible Note, all unpaid interest and principal was due and payable upon the request of Blueprint on or after March 31, 2021 (the “Maturity Date”), unless a Conversion Event occurred before the Maturity Date. *Id.*

32. To the best of Blueprint’s knowledge, no Conversion Event occurred before the Maturity Date.

33. As such, on April 7, 2021, Blueprint provided written demand to Unanimous Games for payment of the unpaid principal balance and accrued interest on the Convertible Note (the “Demand”). Ex. 3.

34. Given the parties’ relationship, Blueprint offered to restructure or negotiate an extension to the Convertible Note, subject to Defendants providing Blueprint with financials, tax returns, and other relevant documentation to quantify Unanimous Games’ performance and future solvency.

35. Defendants, however, failed and refused to respond to Blueprint’s request for records – let alone pay the Convertible Note.

36. Months later, on July 1, 2021, Mr. Biggs spoke with Blueprint representative, Jeffrey Frank, and represented the following:

Good morning Jeffrey thank you for your time this morning & again forgive me for lack of getting back to you as mentioned in call we're in talks with investor to bring a 5 million dollars into Unanimous Games we should close out within next 4-6 weeks and we told them we have a note that needs to be paid 1st which is to Blue Print Capital if you gentlemen will bare with us as we finish this process every one can come out whole with out any legal proceedings.

37. In response, Blueprint, again, requested due diligence materials relating Unanimous Games, including, tax returns, documents related to Unanimous Games' acquisition of gaming rights for various ROC Nation artists, proof that Unanimous Games has potential investors willing to commit \$5,000,000.00 dollars (*e.g.*, LOI, term sheets, etc.), and documents demonstrating Unanimous Games' past performance and future solvency.

38. On July 13, 2021, Unanimous Games provided a few of the requested documents such as trial balances and bank reconciliations, as well as various agreements with third parties.

39. Notably, Unanimous Games did not provide any tax returns, income statements, general ledgers, profit and loss statements, or any documents relating to the alleged \$5,000,000.00 investment.

40. Unanimous Games' limited records, however, did reveal that Unanimous Games' owners, Biggs and Tara Peaches Enahoro, paid themselves \$68,921.12 in "guaranteed payments" in 2019 and 2020.

41. Unanimous Games and Biggs have failed and refused to explain the basis of the "guaranteed payments."

42. Moreover, Unanimous Games' Mobile Game Applications Agreement with ROC Nation (the "UG/ROC Nation Agreement") revealed additional misrepresentations perpetrated by Defendants.

43. For example, in March 2018, Biggs represented that Unanimous Games acquired several valuable gaming rights for ROC Nation artists such as Meek Mills, Yo Gotti, and Jay Park. However, Unanimous Games and ROC Nations did not enter into the UG/ROC Nation Agreement until months later in October 2018.

44. Contrary to Defendants' representations, and pursuant to the UG/ROC Nation Agreement, all intellectual property rights related to the mobile game application developed by Unanimous Games belongs to ROC Nation – not Unanimous Games.

45. Defendants' representation that Unanimous Games acquired valuable gaming rights for various artists was a material representation that induced Blueprint to invest \$250,000.00.

46. But for said representations, among others, Blueprint would not have invested in Unanimous Games.

47. Accordingly, Blueprint brings this action for damages based on Unanimous Games' breach of the Convertible Note and Defendants' fraudulent conduct relating to the Convertible Note.

48. All conditions precedent to maintain this action have been performed, satisfied, excused, waived, or compliance therewith would be futile.

COUNT I – BREACH OF CONTRACT
(BLUEPRINT v. UNANIMOUS GAMES)

49. Plaintiff reincorporates the allegations in paragraphs 1 - 48 as if fully set forth herein.

50. Blueprint and Unanimous Games entered into the Convertible Note, which is a valid and enforceable contract. Ex. 2.

51. Pursuant to the Convertible Note, payment of all unpaid interest and principal was due and payable upon the request of Blueprint on or after March 31, 2021.

52. Blueprint complied with the terms and conditions of the Convertible Note, including providing written demand for payment on April 7, 2021. Ex. 3.

53. Unanimous Games breached the Convertible Note by failing to pay the unpaid balance, including all accrued interest.

54. Blueprint has suffered damages in excess of \$250,000.00 and continues to suffer damages as a result of Unanimous Games' breach.

55. Blueprint is also entitled to its attorney's fees from Unanimous Games, pursuant to Section 4(b) of the Convertible Note.

COUNT II – FRAUD
(BLUEPRINT v. UNANIMOUS GAMES)

56. Plaintiff reincorporates the allegations in paragraphs 1 – 48 as if fully set forth herein.

57. At all relevant times, Unanimous Games, by virtue of its relationship with Blueprint, owed Blueprint a duty to act in the utmost good faith, loyalty, and due care towards Blueprint in connection with Blueprint's investment in Unanimous Games.

58. Blueprint reposed trust and confidence in Unanimous Games to act with the utmost good faith, loyalty, and due care towards Blueprint. Unanimous Games accepted Blueprint's trust and confidence.

59. Blueprint depended and relied upon Unanimous Games to act with the utmost good faith, loyalty, and due care in connection with Blueprint's investment. Blueprint relied upon Unanimous Games because of its proclaimed expertise and connections in the mobile gaming and game competition (eSports) industry.

60. Blueprint relied upon Unanimous Games to act in Blueprint's best interest and not to take unfair advantage of Blueprint.

61. Unanimous made several material representations to Blueprint including, but not limited to:

- i. Unanimous Games secured an agreement with “Major Artist.”
- ii. Unanimous Games acquired several valuable gaming rights for ROC Nation artists such as Meek Mills, Yo Gotti, and Jay Park. And, other non-ROC Nation artists such as Travis Scott and Lil Skies.
- iii. Unanimous Games’ “Major Artist” mobile game would generate over \$11 million in in-app purchases and advertising revenue.
- iv. Unanimous Games partnered with eSports Amateur Competitor’s League to deliver premier online amateur eSports competitions.
- v. Unanimous Games’ online gaming venture would generate \$50 million in revenue over three years.
- vi. Unanimous Games would conduct in-person eSport competitions that would generate \$10 million in revenue over three years.
- vii. Unanimous Games is engaged with a network of promoters throughout the country who seek to be franchisees of Unanimous Games’ newly created in-person amateur eSports league.

62. Unanimous Games owed a duty of care to ensure that these representations were true and accurate.

63. Upon information and belief, Unanimous Games knew or should have known that the representations were false or inaccurate at the time it made the representation.

64. Unanimous Games made these misrepresentations for the purpose of inducing Blueprint to rely upon them and for Blueprint to invest \$250,000.00 in Unanimous Games’ development.

65. Blueprint justifiably relied upon Unanimous Games misrepresentations because of its proclaimed expertise and connections in the mobile gaming and game competition (eSports) industry.

66. Blueprint also justifiably relied upon Unanimous Games' misrepresentations because Blueprint's President personally knew Biggs prior to investing in Unanimous Games, including Biggs' connection to Jay-Z and other various music ventures, and ROC Nation's involvement in the Unanimous Games endeavor created a sense of legitimacy.

67. As a result of Unanimous Games' misrepresentations, Blueprint has suffered damages and continues to suffer damages.

COUNT III – FRAUD
(BLUEPRINT v. BIGGS)

68. Plaintiff reincorporates the allegations in paragraphs 1 – 48 as if fully set forth herein.

69. At all relevant times, Biggs, by virtue of his relationship with Blueprint, owed Blueprint a duty to act in the utmost good faith, loyalty, and due care towards Blueprint in connection with Blueprint's investment in Unanimous Games.

70. Blueprint reposed trust and confidence in Biggs to act with the utmost good faith, loyalty, and due care towards Blueprint. Biggs accepted Blueprint's trust and confidence.

71. Blueprint depended and relied upon Biggs to act with the utmost good faith, loyalty, and due care in connection with Blueprint's investment. Blueprint relied upon Biggs because of his proclaimed expertise and connections in the mobile gaming and game competition (eSports) industry.

72. Blueprint relied upon Biggs to act in Blueprint's best interest and not to take unfair advantage of Blueprint.

73. Biggs made several material representations to Blueprint including, but not limited to:

- i. Unanimous Games secured an agreement with “Major Artist.”
- ii. Unanimous Games acquired several valuable gaming rights for ROC Nation artists such as Meek Mills, Yo Gotti, and Jay Park. And, other non-ROC Nation artists such as Travis Scott and Lil Skies.
- iii. Unanimous Games’ “Major Artist” mobile game would generate over \$11 million in in-app purchases and advertising revenue.
- iv. Unanimous Games partnered with eSports Amateur Competitor’s League to deliver premier online amateur eSports competitions.
- v. Unanimous Games’ online gaming venture would generate \$50 million in revenue over three years.
- vi. Unanimous Games would conduct in-person eSport competitions that would generate \$10 million in revenue over three years.
- vii. Unanimous Games is engaged with a network of promoters throughout the country who seek to be franchisees of Unanimous Games’ newly created in-person amateur eSports league.

74. Biggs owed a duty of care to ensure that these representations were true and accurate.

75. Upon information and belief, Biggs knew or should have known that the representations were false or inaccurate at the time it made the representation.

76. Biggs made these misrepresentations for the purpose of inducing Blueprint to rely upon them and for Blueprint to invest \$250,000.00 in Unanimous Games’ development.

77. Blueprint justifiably relied upon Biggs' misrepresentations because of his proclaimed expertise and connections in the mobile gaming and game competition (eSports) industry.

78. Blueprint also justifiably relied upon Biggs' misrepresentations because Blueprint's President personally knew Biggs prior to investing in Unanimous Games, including Biggs' connection to Jay-Z and other various music ventures, and ROC Nation's involvement in the Unanimous Games endeavor created a sense of legitimacy.

79. As a result of Biggs' misrepresentations, Blueprint has suffered damages and continues to suffer damages.

COUNT IV – AIDING & ABETTING FRAUD
(BLUEPRINT v. ROC NATION)

80. Plaintiff reincorporates the allegations in paragraphs 1 – 48 and 56 – 79 as if fully set forth herein.

81. As more fully described above, Unanimous Games and Biggs made material misrepresentations of material fact, which they knew or should have known would justifiably induce Blueprint to rely upon them and for Blueprint to invest \$250,000.00 in Unanimous Games' development.

82. As a result of Unanimous Games and Biggs' misrepresentations, Blueprint has suffered damages and continues to suffer damages.

83. ROC Nation had actual knowledge or should have known about Unanimous Games and Biggs' fraud because (a) Unanimous Games is a division of ROC Nation, (b) ROC Nation's executives, including its A&R Coordinator and Artist Manager, Rel Carter, and Biggs, ROC Nation's Director of Mobile Strategies / President, were among the founders of Unanimous Games, and (c) all meeting with Blueprint occurred in ROC Nation's offices.

84. ROC Nation provided substantial assistance to advance Unanimous Games and Biggs' fraud, including, but not limited to advertising that Unanimous Games was ROC Nation's gaming division in order to lend legitimacy to Unanimous Games' launch, and representing that Unanimous Games secured the mobile gaming rights to various ROC Nation artists such as Meek Mills, Yo Gotti, and Jay Park.

85. But for ROC Nation's assistance in advancing the fraud perpetrated by Unanimous Games and Biggs, Blueprint would have not relied upon Unanimous Games and Biggs' misrepresentations and invested \$250,000.00 in Unanimous Games development.

WHEREFORE, Plaintiff prays for judgment to be entered in its favor and against Defendants, awarding the following:

- (a) Judgment against Unanimous Games for actual and compensatory damages, together with pre- and post-judgment interest;
- (b) Judgment against ROC Nation for actual and compensatory damages, together with pre- and post-judgment interest;
- (c) Judgment against Biggs for actual and compensatory damages, together with pre- and post-judgment interest;
- (d) Attorney's fees against Unanimous Games, pursuant to Section 4(b) of the Convertible Note;
- (e) Costs and expenses; and
- (f) Such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury of all issues so triable.

Respectfully submitted,

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